REMARKS

Claims 1-14, 16 and 17 are pending in this application. By this Amendment, claim 11 is amended. The above amendments introduce no new matter. Support for amended claim 11 can be found, for example, in original claim 15. Claim 15 is canceled without prejudice to, or disclaimer of, the subject matter recited therein. Reconsideration of the rejections in view of the above amendments and the following remarks is respectfully requested.

Entry of the amendments is proper under 37 CFR §1.116 because the amendments: (a) place the application in condition for allowance (for the reasons discussed herein); (b) do not raise any new issue requiring further search and/or consideration (as the amendments amend independent claim 11 to include the features recited in dependent claim 15);and (c) place the application in better form for appeal, should an appeal be necessary. The amendments are necessary and were not earlier presented because they are made in response to arguments raised in the final rejection. Entry of the amendments is thus respectfully requested.

The Office Action, on page 3, rejects claims 1, 4-6, 9-11 and 14-17 under 35 U.S.C. §102(b) over Cisco (http://community.roxen.com/developers/idocs/rfc/rfc2305.html). The Office Action, on page 6, rejects claims 1, 6, 11 and 16 under 35 U.S.C. §102(a) over Windows 95 (http://www.microsoft.com/technet/archive/win95/rk27_fax.mspx?mfr=true). The cancellation of claim 15 renders the rejection of claim 15 moot. The rejections of claims 1, 4-6, 9-11, 14, 16 and 17 are respectfully traversed.

Independent claim 1 recites a control method of an Internet facsimile having at least the steps of receiving electronic mail containing an encrypted password relating to a control command for indicating a facsimile communication function; decrypting the encrypted password; and transferring an electronic mail document by facsimile following the control

command using the decrypted password. Neither Cisco, nor Windows 95 can reasonably be considered to teach, or to have suggested all of these features.

The Office Action, on page 4, asserts that Cisco, at section 5.3.2, teaches all of the features recited in claim 1. However, the Office Action misconstrues the positive teachings of section 5.3.2 of Cisco in attempting to reject claim 1. Cisco, at section 5.3.2, merely discloses message encryption and refers to examples such as PGP-MIME and S-MIME. Cisco further discloses that message encryption protocols, such as PGP-MIME and S-MIME, can be used to provide end-to-end encryption of the entire message text. Section 5.3.2 of Cisco does not disclose or suggest transferring an electronic mail document by facsimile following the control command using the decrypted password.

Likewise, the Office Action misconstrues the positive teachings of Windows 95 in attempting to reject claim 1. The Office Action, on page 6, asserts that Windows 95, at http://www.microsoft.com/technet/archive/win95/rk27_fax.mspx?mfr=true, discloses all of the features recited in claim 1. However, this assertion is incorrect for the following reasons.

Windows 95 discloses defining a password to share a facsimile server (see the paragraph bridging between pages 7 and 8). Windows 95 also discloses encrypting a facsimile with a private key/public key (see page 9). For example, Windows 95 discloses that when an electronic mail containing a password is sent using S/MIME, a destination would receive the "electronic mail containing the encrypted password" and decrypt the "encrypted password." However, even if a received electronic mail contains an encrypted password, Windows 95 does not discloses or suggest what the decrypted password is used for. In this regard, Windows 95 cannot reasonably be considered to teach, or to have suggested, receiving electronic mail containing an encrypted password relating to a control command for indicating a facsimile communication function; and transferring an electronic mail document by facsimile following the control command using the decrypted password.

Independent claim 6 recites a determination section, upon reception of an electronic mail document to be transferred by facsimile, for determining whether or not a password related to a control command for indicating a facsimile communication function is encrypted and set in the electronic mail; a decryption section for decrypting the password if the determination section determines that the electronic mail has the encrypted password; and a communication control section for transferring the electronic mail by facsimile following the control command using the decrypted password. For the reasons discussed above with respect to Cisco and Windows 95, the analysis of the Office Action fails here as well.

Independent claim 11 recites, among other features, an encryption section for encrypting a password related to a control command, wherein the control command is for indicating a facsimile communication function; and wherein the control command indicates a confidential communication function, a bulletin board communication function, or a relay broadcast communication function defined in ITU-T (International Telecommunications Union-Telecommunications Standards Section) Recommendation T.30. Neither Cisco, nor Windows 95 can reasonably be considered to teach, or to have suggested all of these features.

The Office Action asserts that the term "control command" can be broadly interpreted. Specifically the Office Action asserts that the control command includes a command to receive/decrypt a facsimile. Additionally, the Office Action asserts that Cisco discloses "G3Fax" defined by T.30 (pages 4 to 5 in the Office Action). Despite these assertions, neither Cisco, nor Windows 95 disclose or suggest a password related to a control command that indicates a confidential communication function, a bulletin board communication function, or a relay broadcast communication function defined in ITU-T Recommendation T.30, as recited in claim 11.

Independent claim 16 recites a communication control section for transferring the received electronic mail by facsimile over the telephone network only if the determination section determines that the transmission source is identified correctly. Neither Cisco, nor Windows 95 can reasonably be considered to teach, or to have suggested all of these features.

With respect to Cisco, the Office Action asserts that sections 5.2.1, 5.2.3 and 5.2.4 teaches the above-recited feature. This assertion is unreasonable for the following reasons.

Sections 5.2.1, 5.2.3 and 5.2.4 of Cisco do not relate to the transferring of the received electronic mail. Cisco, at section 1 and section 5.2.1, merely discloses that electronic mail messages should be provided with a method of preventing the disclosure of sensitive information. Cisco, at section 5.2.3, merely discloses that there are no standard mechanisms for protecting such information, and that the "use of encrypted data in special fields is the available nonstandard technique." Further, Cisco, at section 5.2.4, merely discloses that there is a legal requirement that the sender be disclosed on a facsimile message. Based on the disclosure of these sections, Cisco cannot reasonably be considered to teach, or to have suggested a communication control section for transferring the received electronic mail by facsimile over the telephone network only if the determination section determines that the transmission source is identified correctly.

With respect to Windows 95, the Office Action broadly asserts that http://www.microsoft.com/technet/archive/win95/rk27_fax.mspx?mfr=true discloses all of the features recited in claim 16 including a communication control section for transferring the received electronic mail by facsimile over the telephone network only if the determination section determines that the transmission source is identified correctly. This assertion relies on an improper construction of the disclosure of http://www.microsoft.com/technet/archive/win95/rk27_fax.mspx?mfr=true. This site of Windows 95 only discloses the option of sending a digitally signed fax so that a recipient can

verify that the purported sender of the fax is the actual sender (see, e.g., page 9). There is no teaching or suggestion of transferring the received electronic mail by facsimile over the telephone network only if the determination section determines that the transmission source is identified correctly. For at least these reasons, the rejection of claim 16 over Windows 95 is unreasonable.

The Office Action, on page 7, rejects claims 2, 3, 7, 8, 12 and 13 under 35 U.S.C. §103(a) over Cisco (http://community.roxen.com/developers/idocs/rfc/rfc2305.html). This rejection is respectfully traversed.

Claims 2, 3, 7, 8, 12 and 13 also would not have been suggested, by Cisco for at least the respective dependence of these claims directly on an allowable base claim, as well as for the separately patentable subject matter that each of these claims recites.

For at least the reasons discussed above, reconsideration and withdrawal of the §102(b), §102(a) and §103(a) rejections are respectfully requested.

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-14, 16 and 17 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

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